

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
COURTHOUSE LOBBY SECURITY**

Yellowstone County will receive sealed bids from interested Contractors to provide Security Services for the County Courthouse Lobby located at 217, North 27th Street, Billings, Montana until 5:00 p.m. March 15th, 2021. All bids must be submitted in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office in the Stillwater Building, 316 North 26th Street, 3rd Floor, Room 3101, 217 Billings, MT 59101. Envelopes containing bids must be marked "Courthouse Security" in the lower right-hand corner.

Bids must be received no later than 5:00 p.m. March 15th, 2021. All bids received by this time and date will be opened and read aloud at 9:30 a.m. March 16th, 2021 in the Commissioners Board Room, Room 3108, located on the 3rd Floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids received after the aforementioned time and date will not be considered.

All bids must include a Bid Security made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of a bid bond, cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Non-construction 2021. Those directives are as follows:

(1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana web-site.

It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.

(2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and

(3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

(4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

CONTRACT PERIOD

Contract will be one (1) year from signing and renewable to a maximum of 7 years.

Termination of Contract.

Either party may terminate this Contract at any time, upon presentation of a sixty (60) days' notice given to the other party.

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the CONTRACTOR subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Yellowstone County Sheriff's Office, as additional insured for this contract against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the contract and for which Yellowstone County/Yellowstone County Sheriff's Office, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this contract at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the contract by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the contract.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the contract. In addition, Contractor will furnish to Yellowstone County/Yellowstone County Sheriff's Office, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/ Yellowstone County Sheriff's Office, are named as an additional insured under the Contractors insurance policy for this contract. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the contract.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this contract. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

WORKERS COMPENSATION

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period of the project.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act of 1990, as well as full compliance with the State of Montana 24/7 laws, and regulations. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana **Executive Order No.15-2018** Requiring the disclosure of dark money spending.

Equal Pay for Montana Women

Contracting Entity shall comply with **Executive Order No. 12-2016** promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

- (a) Posting salary ranges in the employment listings;
- (b) Certifying that the contractor will not ask about wage history in employee interviews; and
- (c) Certifying that the contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace.

The Board of County Commissioners will award the contract resulting from this Invitation to Bid to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received; to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

All questions regarding the bid procedure should be directed to James Matteson – jmatteson@co.yellowstone.mt.gov.

Done by order of the Board of County Commissioners, Yellowstone County, Montana
this 2nd day of March 2021.

Board of County Commissioners
Yellowstone County, Montana

Donald W Jones, Chair

Attest:

Jeff Martin, Clerk and Recorder

EXHIBIT A SCOPE OF WORK

Contractor will provide one (1) person inside the County Courthouse at 217 N. 27th Street according to the following schedule:

On the days that the Courthouse is open, the duty schedule shall be as follows:

8 hour coverage Monday – Friday

7:00 a.m. – 11:00 a.m.

(11:00 a.m. to 2:00 p.m. – Lunch Break)

2:00 p.m. to 6:00 p.m.

Alternative #1

Contractor will provide one (1) person inside the County Courthouse at 217 N. 27th Street according to the following schedule:

On the days that the Courthouse is open, the duty schedule shall be as follows:

10.5 hour coverage Monday – Friday

7:00 a.m. – 12:00 p.m.

(12:00 p.m. to 12:30 p.m. Lunch Break)

12:30 p.m. to 6:00 p.m.

The County and the contractor may adjust this schedule by mutual written agreement.

The Courthouse is closed on County legal holidays and weekends. Security Services coverage will not be required those days.

1. Security Services coverage will include, but not be limited to observing and addressing crowd flow and addressing questions presented by general public. To that end, the County will furnish a workstation in the Courthouse lobby as the base of operation.
2. Duties will include checking all restrooms and elevators at the close of business on a daily basis in the Courthouse and other duties assigned by the Courthouse liaison.
3. Public relations duties include providing to the general public assistance including but not limited to locating and directing the public to specific Courthouse County offices and Departments.
4. The Contractor shall provide, at its own expense, uniforms approved by the County, for all Courthouse security personnel.
5. Contractor shall make provisions for cellular telephone contact to be able to communicate immediately with Courthouse staff or law enforcement through the City-County Dispatch Center.

6. Personnel shall maintain regular communication with Courthouse liaison and/or designated staff, including submission of detailed daily reports giving a detailed account of rounds made, observations and times. In addition to the daily reports, security personnel are required to complete detailed incident reports each time a major event happens in the Courthouse, for example if 911 is called or if they have a negative interaction with persons in the Courthouse.

7. The County agrees to notify Contractor as soon as possible of any changes in procedures that might affect Courthouse Public Relations personnel's performance on their duties.

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

Read and understand the specifications and bid procedure.

Enclosed the required bid security.

Make yourself familiar with any State or County laws that pertain to this bid.

Asked and received answers to any questions regarding the bid procedure, specifications or questions of a general nature.

Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

COURTHOUSE SECURITY SERVICES

PRICE BID SHEET

**Include this sheet with your other documents when submitting your proposal.
Please place this sheet in the front of your proposal.**

The County is interested in contracting for Security Services for an 8 hour day schedule with consideration of a 10.5 hour per day schedule as an alternative. The initial contract will be for 1 year with possible yearly contract extensions up to a maximum of 7 years.

Hourly rate for - 8 hour coverage \$ _____

Hourly rate for – 10.5 hour coverage \$ _____

Company Name

Authorized Representative

Mailing Address

City, State and Zip Code

Telephone Number

Date Submitted

I acknowledge receiving the following addenda.

#1 _____
Initials

#2 _____
Initials